

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF
ILLINOIS EASTERN DIVISION**

MELINDA SGARIGLIA,)	
)	
Plaintiff,)	Case No. 1:19-cv-05684
v.)	
)	Honorable Robert W. Gettleman
AMERICAN INTERNATIONAL)	
RELOCATION SERVICES, LLC, d/b/a)	
AIRES, an Illinois limited liability)	
company, NICHOLAS GONRING, and)	Jury Demanded
KELSEY GONRING,)	
)	
Defendants.)	

**DEFENDANTS NICHOLAS GONRING AND KELSEY GONRING'S
LR 56.1 STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL FACTS**

1. On or about May 10, 2016, Nicholas and Kelsey Gonring (the “**Gonrings**”) purchased the subject property, Unit 1 (“**Unit 1**”) in a three-condo building located at 2726 West Cortez Street, Chicago, IL (the “**Building**”). Affidavit of Kelsey Gonring, attached as **Exhibit A**, ¶2; Affidavit of Nicholas Gonring, attached as **Exhibit B**, ¶2.

2. Unit 1 is located on the bottom floor of the Building. Ex. A, ¶2; Ex. B, ¶2.

3. By way of owning Unit 1, the Gonrings became members of the 2726 West Cortez Condominium Association (the “**Association**”). Ex. A, ¶3; Ex. B, ¶3.

4. Throughout the time the Gonrings lived in the Building, John Gorr (“**Gorr**”) was the owner of Unit 3, located on the top floor of the Building. Ex. A, ¶¶2, 4; Ex. B, ¶¶2, 4; Declaration of John Gorr dated July 27, 2023, attached as **Exhibit C**, ¶2.

5. On December 4, 2017, Gorr informed the Gonrings for the first time of water infiltration into his unit, Unit 3. In his email to the Gonrings, Gorr explained that water was entering

Unit 3 above the windows and doors of his unit. Ex. A, ¶5; Ex. B, ¶5; Ex. C, ¶3; Email dated December 4, 2017, attached as **Exhibit D**.

6. After this, the Association engaged Bral Restoration, LLC (“**Bral**”) to conduct exploratory work into the cause of water infiltration into Unit 3. Bral recommended tuck-pointing and sealing the block. Ex. A, ¶6; Ex. B, ¶6; Ex. C, ¶4; Bral Report and Quote dated May 3, 2018, attached as **Exhibit E**.

7. The Association obtained a second quote for the proposed work from Arrow Masonry and Exteriors, Inc. (“**Arrow**”). Ultimately, the Association voted to move forward with the quote from Arrow, which was backed by a 5-year warranty on material and labor and related guarantee on leak prevention. Ex. A, ¶7; Ex. B, ¶7; Ex. C, ¶4; Arrow Contract, attached as **Exhibit F**.

8. On May 7, 2018, Kelsey Gonring signed the contract with Arrow Masonry on behalf of the Association. Ex. A, ¶8.

9. In the Spring of 2018, the Gonrings were relocated to Michigan for work. As a benefit provided to Nicholas’ from his employer, AIRES, a relocation company, was contracted to help relocate the Gonrings to Michigan and to facilitate the sale of Unit 1. Ex. A, ¶9; Ex. B, ¶8.

10. On May 19 and 21, 2018, respectively, Kelsey and Nicholas Gonring filled out and executed a Residential Real Property Disclosure Report, pursuant to 765 ILCS 77/35 (the “**Disclosure Report**”). Ex. A, ¶10; Ex. B, ¶9; Disclosure Report, attached as **Exhibit G**.

11. The Disclosure Report provided the instruction: “These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.” Ex. G.

12. On the Disclosure Report, the Gonrings disclosed that they were not aware of leaks or material defects in the roof, ceilings, or chimney, and not aware of material defects in the walls, windows, doors, or floors of their unit. Ex. A, ¶12; Ex. B, ¶11; Ex. G, ¶¶5-6.

13. During the Gonrings' ownership of Unit 1, they did not experience any leaking or water infiltration into the unit and were not aware of any structural issues into the unit. Ex. A, ¶12; Ex. B, ¶11.

14. On May 29 and May 30, 2018, respectively, Kelsey and Nicholas Gonring filled out and executed the Seller's Property Disclosure Statements, a form prepared by AIRES (the "**AIRES Disclosure**"). Ex. A, ¶13; Ex. B, ¶12; AIRES Disclosure, attached as **Exhibit H**.

15. The Gonrings disclosed on the AIRES Disclosure that they was aware of water leakage at the Building, and included a statement that "Unit 3 had leaks on west facing windows → HOA sealed building to resolve Unit 3 leak." Ex. A, ¶14; Ex. B, ¶13; Ex. H, p. 2.

16. Additionally, in the AIRES Disclosure, the Gonrings disclosed that they were aware of shared or common areas or maintenance agreements for the Building and further stated in explanation: "Tuckpointing & sealing of Building exterior." Ex. A, ¶15; Ex. B, ¶14; Ex. H, p. 5.

17. Arrow Masonry completed the work on the Building by June 4, 2018. Ex. A, ¶16; Ex. B, ¶16; Ex. C, ¶6.

18. The Arrow Masonry work remediated the water infiltration into Unit 3. Ex. C, ¶6.

19. Plaintiff, Melinda Sgariglia ("**Plaintiff**") purchased Unit 1 from the Gonrings on July 25, 2028. Ex. A, ¶17; Ex. B, ¶17.

20. On July 31, 2018, Gorr first tested Unit 3 for mold, which was positive. On September 7, 2018, the floorboards of Unit 3 were removed, revealing subflooring that had been

severely damaged and mold growing behind his walls. This was the first time that Gorr discovered mold in his unit. Ex. C, ¶¶17-19.

21. Gorr informed Plaintiff about the mold he discovered in Unit 3 on September 7, 2018. In this correspondence, Gorr explained that the Arrow work had stopped the water infiltration and that the mold was a new problem. Ex. C, ¶20; correspondence dated September 7, 2018, attached as **Exhibit I**.

22. During their ownership of Unit 1, the Gonrings were not aware or informed of the presence of mold in the Building; issues with the roof of the Building; issues with the exterior glass block windows; issues with the stoop to the Building; issues or leaking in the terrace roofs (located on Unit 2 and Unit 3 of the Building); defects in the garage; issues in the roof deck; or issues in the windows located in Unit 1. Ex. A, ¶19; Ex. B, ¶19.

Dated: July 29, 2024

Respectfully submitted,

NICHOLAS AND KELSEY GONRING

By: /s/ Jordan A. Finfer
One of their attorneys

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CERTIFICATE OF SERVICE

The undersigned, a non-attorney, under penalty of perjury, hereby certifies that DEFENDANTS NICHOLAS GONRING AND KELSEY GONRING'S LR 56.1 STATEMENT OF ADDITIONAL UNDISPUTED MATERIAL FACTS was electronically filed on July 29, 2024 using the court's CM/ECF system and will then send same to all ECF-registered counsel of record.

/s/ Melissa Siedlecki